

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION

Debtor: Joel A. Mitchell

CASE NO. 9:10-bk-\*\*\*\*\*

**CHAPTER 13 PLAN**

1. **MONTHLY PLAN PAYMENTS:** Including Trustee's of 10% and beginning thirty (30) days from filing/conversion date. Debtor to pay to the Trustee for the period of 60 months. In the event the Trustee does not retain the full 10%, any portion not retained will be paid to unsecured creditors pro-rata under the plan:

A. \$ 370.00 for months 1 through 60.

2. **ADMINISTRATIVE ATTORNEY FEE:** \$ 3,350.00

**TOTAL PAID \$ 1,500.00 Balance Due \$ 1,850.00 Payable Through Plan**

3. **PRIORITY CLAIMS:** [as defined in 11 U.S.C. §507]

Name of Creditor	Total Claim
Internal Revenue Service	\$

**TRUSTEE FEES:** Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee.

**SECURED CLAIMS: Pre-Confirmation Adequate Protection Payments:** No later than 30 days after the date of the filing of this Plan or the Order of Relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to §1326(a)(1)(C). If the Debtor make such adequate protection payments on allowed claims to the Trustee pending confirmation of the Plan, the creditor shall have an administrative lien on such payment(s), subject to objection.

Name of Creditor	Collateral	Ad.Prot.Pmt.
N/A		

**(A) Claims Secured by Real Property Which Debtor Intends to Retain/Mortgage Payments Paid Through the Plan:** Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly post-petition mortgage payments to the Trustee as part of the Plan. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the post-petition mortgage payments on the following mortgage claims:

Name of Creditor	Security Collateral	Estimated Payment
N/A		

**(B) Claims Secured by Real Property Which Debtor Intends to Retain/Arrearages Paid Through the Plan:** In addition to the provisions in Paragraph A above requiring all post-petition mortgage payments to be paid to the Trustee as part of the Plan, the Trustee shall pay the pre-petition arrearages on the following mortgage claims:

Name of Creditor	Security Collateral	Arrearages
N/A		

**(C) Claims Secured by Personal Property to Which Section 506 Valuation is NOT Applicable Secured Balances:** Upon confirmation of the Plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

Name of Creditor	Collateral	Ad.Prot.Pmt.	Sec.Bal.	Rate %
N/A				

**(D) Claims Secured by Personal Property to Which Section 506 Valuation is applicable:**

Name of Creditor	Collateral	Ad.Prot.Pmt.	Value	Rate %
N/A				

**(E) Claims Secured by Personal Property: Regular Adequate Protection Payments and Any Arrearages Paid in Plan:**

Name of Creditor	Collateral	Ad.Prot.Pmt.	Arrearages
N/A			

**(F) Secured Claims/Lease Claims Paid Direct by the Debtor:** The following secured claims/lease claims are to be paid directly to the creditor or lessor, by the Debtor outside the Plan. The automatic stay is terminated *in rem* as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate any co-debtor stay or to subrogate the Debtor's state law contract rights. The Plan must provide for the assumption of lease claims in the Lease Executory Contract section below.

Name of Creditor	Collateral
San Marino Apartment	Residential Lease

**(G) Surrender of Collateral/Leased Property:** Debtor will surrender the following collateral/leased property no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. The automatic stay is terminated *in rem* as to these secured creditors upon the filing of this Plan. Nothing herein is intended to lift any applicable co-debtor stay; or to abrogate Debtor's state law contract rights. The Plan must provide for the rejection of lease claims in the Lease Executory Contract section below.

Name of Creditor	Collateral to be Surrendered
Bank of America	4349 18 <sup>th</sup> Place SW Naples, FL 34116
Third Federal	Same as above

**SECURED - LIENS TO BE AVOIDED/STRIPPED:**

Name of Creditor	Collateral	Estimated Amount
N/A		

**LEASES/EXECUTORY CONTRACTS:**

Name of Creditor	Collateral	Assume/Reject	Est. Arrears
San Marino Apartments	Residential	Assume	\$0.00

**UNSECURED CREDITORS:** Unsecured creditors with allowed claims shall receive a pro rata share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid pursuant to the provisions of a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors is \$ **18,145.00**.

**OTHER PROVISIONS:**

1. Except as otherwise provided in this plan or order confirming, secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims.

2. Payments made to any creditor shall be the amount allowed in a proof of claim filed by the creditor or other amount as may be allowed by a specific Order of the Bankruptcy Court.

~~3. Property of the estate shall vest in Debtor upon confirmation. The effective date of this plan shall be the date of filing the petition.~~

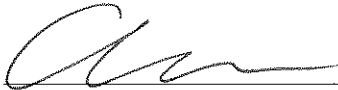
4. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief. The Trustee shall only make payments to creditors with a filed and allowed proof of claim. An allowed proof of claim will

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be controlling, unless the Court orders otherwise.

5. Case Specific Provisions: Property of the estate shall vest in Debtor upon confirmation

DATED: 4-18-11

  
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Joel A. Mitchell